



## Protection against heirs who make transactions of sale of inheritance land without the consent of other heirs according to law (Study Putusan 70/PDT.6/2006/PN. MDN)

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**Abstract** - Soil is essential for life, and Indonesian law regulates land ownership, including the transfer and inheritance of land rights. Disputes often arise when land is sold without the consent of all heirs, leading to legal challenges. This study addresses two main research problems: the procedures for selling inherited land and the responsibilities of defendants in case No. 70/Pdt.6/2006/PN. Mdn. It aims to examine these procedures and determine defendant responsibilities. Using a juridical-normative approach, the study relies on legal principles and secondary data from legal documents, laws, and court decisions. Data collection methods include literature review and field research. This method involves analyzing legal principles and secondary data, including case law and statutes, to elucidate the relevant legal framework and principles governing the protection of heirs in cases of unauthorized transactions involving inherited land. Findings indicate that selling inherited land requires the consent of all heirs and compliance with legal requirements. Disputes arise when these requirements are not met, leading to legal actions that can invalidate transactions and restore original positions. Adhering to legal protocols is crucial to prevent disputes and protect heir rights.

**Keywords:** inheritance, land sale, legal procedure, heirs' rights, Indonesian law, juridical-normative approach.

### I. INTRODUCTION

Inheritance law plays a crucial role in governing the transfer of property rights from deceased individuals to their heirs, ensuring the orderly distribution of assets and the protection of familial interests. Among the various assets subject to inheritance, land holds particular significance due to its inherent value and the complexities involved in its management and transfer. However, instances arise where heirs engage in transactions involving inherited land without the consent of all beneficiaries, posing challenges to the integrity of inheritance laws and the rights of co-heirs. This study delves into the legal framework surrounding such transactions, with a focus on examining judicial decisions, statutory provisions, and legal principles to elucidate the rights and protections afforded to heirs in cases of unauthorized land transactions.

Minerals and organic materials make up the soil, which is a portion of the earth's crust. Because it supplies water and nutrients to plants and maintains their roots, soil is essential to all life on Earth. The earth's surface, also referred to as the soil, is its component. According to the definition given in Article 4 Paragraph (1) of the Basic Agrarian Law (UUPA), land is the surface or skin of the earth. (Arba, 2015).

Further understanding Articles 1 and 2 of Government Regulation Number 24 of 1997 concerning Land Registration, which state that land is a limited field that is a portion of the Earth's surface, also regulate the ownership of land. (Pemerintah Pemerintah Republik Indonesia (PP) Nomor 24 Tahun 1997 (24/1997) Tentang Pendaftaran Tanah, n.d.).

In principle, all property rights are transferable. Transfer means there is no purposeful legal act to transfer land rights to another party; rather, land rights are transferred according to the law, for example through inheritance. According to the law, when a landowner dies, the land passes to his heirs. The legal basis for inheritance of property rights is implied "Property rights can be transferred and transferred to other parties," according to (Santoso, 2019), paragraph (2) of Article 20 of the UUPA. another party's interest in land as a result of a purposeful legal act that transfers that party's interest in the land, for example by way of sale, gift, exchange, and so on.

In the context of inheritance land transactions without consent, Indonesian law provides clear guidelines and protections for heirs. According to Article 830 of the Indonesian Civil Code, heirs hold joint ownership over inherited property, necessitating unanimous agreement for any disposition of assets. Moreover, Law No. 5 of 1960 on Basic Regulations of Agrarian Principles (UUPA) further underscores this principle by requiring consent from all co-heirs for the sale or transfer of inherited land. Additionally, Law No. 6 of 2014 concerning Villages emphasizes the importance of community consensus and adherence to customary laws in land transactions, ensuring equitable distribution and safeguarding the interests of all heirs. These legal provisions collectively establish a robust framework for protecting the rights of heirs and preserving the integrity of inheritance land transactions in Indonesia.

In practice, there are frequent violations in the transfer of land rights that are actually protected by Indonesia's positive law provisions, to the detriment of certain parties, including legal heirs. Article 834 of the Civil Code provides that an heir, regardless of whether he has the right to do so, may bring a suit to defend the inheritance against all persons who own all or part of the inheritance, and against anyone who owns the inheritance to terminate the inheritance wrongfully. This gives you the right to wake up. If you are your sole heir, then you can claim the entire estate; if there are other heirs, you can only claim part of it.

Inheritance is everything left by a deceased person, whether in the form of movable or immovable property. This includes borrowed items and money, as well as items relating to the rights of others (for example, items used as security for your own property). The debt was promised and the heir was still alive. The importance of inheritance arises from the death of family members, such as father, mother, and child, if the deceased has property. The problem lies not in his death, but in the property left by the deceased.

Article 830 of the Civil Code, which specifies that "inheritance arises only by death," governs the legal foundation for inheritance. This brief statement is meant to convey the idea that all rights and responsibilities pass to a person's heirs upon death. Thus inheritance will take place in this instance, if three requirements are met, namely:

1. There was someone who passed away.
2. There are people who are still alive as heirs who will inherit when the heir dies.
3. There are a number of assets left by the heir.

While the heirs want the land sold right away so that it can be sold and distributed among the heir's family, inherited land is very dangerous to buy and sell since it has not changed its name and is still in the name of the heir or deceased. All of his heirs are entitled to possess land. Under the terms of their legal connection, the heir is the sole owner of the land that the testator inherited.

Heirs who want to sell the inheritance land must seek the consent of the other heirs, considering that the land belongs to the other heirs as well. The right to revoke the sale and purchase of the inherited land is exercised by any heir who does not consent to it, and this might lead to a disagreement over the terms of the transaction.

When concluding a contract for the sale of inherited land rights, the requirements for the validity of the contract must be met and the correct land sale procedure must be followed and implemented carefully. Formally, the relationship that is established when entering into a land

rights sale and purchase agreement is by signing a Sale and Purchase Bill (AJB) as an original deed signed before the Land Deed Management Officer (PPAT). This is based on the objectives of land registration practices, including ensuring legal certainty.

The first step before buying or selling an estate is that the buyer must obtain as complete information as possible about the property from the seller. In an inheritance land sale and purchase contract, if the conditions of the validity of the contract are not met, or there is a legal defect in the sale and purchase transaction, then the right to the inheritance land in the sale and purchase agreement will be null and void.

According to Civil Code article 1320, a land sale and purchase agreement must meet four (four) legal requirements, namely:

1. Sepakat (subjective condition)
2. Spekat (subjective conditions)
3. Specific objects (objective conditions)
4. Halal Kausa (objective conditions)

Today, many inherited lands are sold absent other heirs' approval. This is a situation when one of the heirs does not want to divide the inheritance land with the other heirs and instead wants to maintain authority over the full land without intervention. Land conflicts can therefore be settled amicably or through litigation.

To sell land that is inherited property, a power of attorney is needed to sell it to heirs who will get power of attorney from other heirs. However, there was an error in making the power of attorney for sale and purchase, and one of the heirs stated that although the power of attorney for sale was issued by a notary, he did not participate in the signing of the power of attorney for sale and purchase.

The sale of inheritance without the consent of one of the heirs certainly has legal consequences both for the heirs and on the property sold and is an inheritance. It will be interesting to see how disputes over estates sold without the consent of all heirs are resolved.

From the description of the background, what is raised in this writing is " Protection of Heirs Who Carry Out Inheritance Land Sale Transactions Without the Consent Of Heirs According To Law (Study Of Judgments 70/Pdt.6/2006/Pn. Mdn "

The problem's background explanation allows for the formulation of multiple problems, which are as follows: How does the process for buying and selling the heirs work' land? What is the form of liability of the defendant for the case of decision No. 70/Pdt.6/2006/PN. Mdn?

The objectives of this study are as follows: To find out how the procedures and procedures for buying and selling inheritance land, To find out how the defendant is responsible for the decision No. 70/Pdt.6/2006/PN.Mdn.

## **II. METHOD**

This study will employ a juridical-normative approach to investigate the topic in line with the previously stated scope and identification of the problem. The juridical-normative approach employed in this study involves analyzing legal principles, statutes, and case law to investigate the issue of unauthorized sales of inheritance land. By examining relevant legal provisions such as Article 830 of the Indonesian Civil Code and Law No. 5 of 1960 on Basic Regulations of Agrarian Principles (UUPA), this approach seeks to elucidate the rights and obligations of heirs in cases of inheritance land transactions. Furthermore, by analyzing judicial decisions, particularly Putusan 70/PDT.6/2006/PN. MDN, the study aims to assess how courts interpret and apply these laws in resolving disputes related to unauthorized sales of inheritance land. Examining legal principles and textual legal sources that have practical application in people's lives is the goal of the Juridical-Normative style of approach, which concentrates on legal science. As doctrinal study or dogmatic studies, the normative juridical research approach is also known, (Ali, 2021).<sup>4</sup> In the case of this study, the researcher worked analytically inductively.

The type of research that was done was analytical and descriptive in character. Descriptive and analytical research discloses rules and regulations pertaining to the legal theories that are the subject of the study. The source of legal material in the research used is sourced from

secondary data, namely by collecting data obtained from books related to the object of research, and laws and regulations. which includes:

- a. Primary Legal Materials, namely: Constitution of the Republic of Indonesia Year 1945, Basic Agrarian Law (UUPA), Article 1320 of the Civil Code, Court Decision No. 70 / Pdt.6 / 2006 / PN. Mdn.
- b. Secondary Legal Materials: These are legal resources that offer commentary on primary book materials, including books, court rulings, and research findings.
- c. Tertiary legal materials, or those that offer clarifications and guidelines to primary and secondary legal sources. Encyclopedias, legal dictionaries, and other resources, such as the internet and so on.

In the Data Collection Technique there are 2 types of methods, namely: Literature data obtained through literature research acquired via literary study using data from publications, official documents, books, rules and regulations, and research findings, Field data needed as supporting data is obtained through information and opinions from determined respondents. It can be concluded, this data collection method uses the Literature Research method, which is derived from texts and rules and regulations. Publications, research findings, and official papers. Qualitative research relates to legal norms found in laws, regulations, court rulings, and norms that exist and evolve in society, and this technique is applied in the data analysis.

## **II. RESULT AND DISCUSSION**

### **1. Buying and Selling Procedure Inheritance Land**

#### **a. Definition of Buying and Selling**

An exchange agreement, such as a sale and purchase, involves the exchange of valuable items or goods between two parties; one gets the item, and the other gets it in line with the conditions of the agreement.

In accordance with Article 1457 of the Civil Code, a sale and purchase agreement is a contract in which the buyer and seller agree that the buyer will pay the seller's price and that the seller will give up title to the object, Pasal 1457 KUHPperdata.

The rights and obligations of sellers and buyers are outlined in the Indonesian Code of Civil Law (Civil Code) sale and purchase agreements. Ownership of the products until full payment is received, the right to payment, and the potential to charge interest on late payments are all rights belonging to the seller. According to the agreement, the seller must deliver the products, guarantee them, and give documentation of the transaction, (Mondoringin, 2023).

The conditions for the validity of an agreement according to Article 1320 of the Civil Code are:

1. The two parties have a mutual accord
2. Legal Skills
3. The existence of a certain thing
4. There is something lawful, (Auli, 2023).

If the parties have agreed on an item that wants to be traded, then a sale and purchase has occurred, even though the item has not been delivered and has not been paid. Because there was an agreement before, the two parties were bound and had agreed on the agreement. And if one party ignores the agreement, then one party can sue the party who repaired the agreement, (Sidik et al., 2023).

The rights and obligations of the seller must receive payment for the goods sold and pay on time, while the seller's obligation is to deliver the goods he wants to sell, guarantee the condition and quality of the goods to be sold and guarantee it. ownership of the goods. The goods must be delivered to the place where the goods are located. In turn, the buyer's own rights and obligations are to receive the purchased goods and obtain a guarantee of ownership of the purchased goods, while the buyer is obliged to pay the agreed price for the goods, (ID, 2015).

Switch Ownership

Land ownership can pass from one owner to another as a result of a legal event. If the owner is dead, the Land Title legally passes to the heirs as the object of title by fulfilling the conditions.

Transfer of title to land that already has a certificate must be registered at the district / city land office accompanied by the death certificate of the landowner issued by the authorized official, a certificate of heirs issued by the authorized official, and an identification letter. appropriate certificates for heirs. With the registration of the transfer of title to the land, it is necessary to record it in the land register and transfer the name of the owner of the land owner to his heirs.

## **2. Land Sale and Purchase Procedure**

The sale and purchase of land has the same understanding between UUPA and customary law, in the UUPA in Article 5 the definition of buying and selling freehold land according to the UUPA is the definition of buying and selling according to customary law, (Sutedi, 2018)

Buying and selling land based on customary law, ie. The transfer of land rights clearly and financially (directly), clearly means that the sale and purchase of land is carried out with the witness of an old man traditional chief who has a role. The land of the official owner who guarantees the order and validity of the entire transfer of rights, so that the general public knows about it. Cash (immediate) means payment is made directly or in cash at a moment's notice.

Therefore, cash is the price paid directly or in half. If the buyer does not pay the rest, then the seller cannot file a lawsuit based on the sale and purchase of the land, but on the basis of debt rights and collection rights. According to Land Registration Regulation Number 24 of 1997 Riigvolikogu it is clarified that if the agreement involves the transfer of land rights, it must be completed before the PPAT or the compiler of land registration. PPAT is an official appointed by the President or Head of the Land Agency (BPN) who is authorized to issue sales and purchase and ownership rights to land.<sup>19</sup> If there is no PPAT in certain areas, then the authority passes to the Land Agency. a sub-district head domiciled in the region.

When you first come to PPAT, sales (AJB) cannot be done first, because PPAT must verify. First, go to the Land Office to check the land certificate, where the seller first pays income tax (PPh) and the buyer first pays the Land and Building Rights Acquisition Duty (BPHTB).

The procedures for buying and selling inherited land are the same as the procedures for buying and selling land in general. The difference is that the tax must be paid by the seller. If the land sale and purchase agreement is signed by the person on the land certificate, while those present at the land sale and purchase are the heirs of the crown prince.

The following are the processes for making a Land Sale and Purchase Deed (AJB) in front of the PPAT, namely:

1. At the time of concluding a commercial contract, both commercial parties must be present and must be given a written power of attorney to them.
2. In making the deed must be attended by at least 2 witnesses.
3. The PPAT reads the contents of the signed document and the description of its contents to everyone present at the time of making the document.
4. The signing of the deed is signed by the person who sells, the person who buys, witnesses and also the PPAT if all the contents of the deed have been agreed upon by the seller and the buyer.
5. The document is made in two original pages, 1 page is submitted to the PPAT office and 1 more page to the state office for approval or name change.
6. copy is given to the seller and the buyer, (Goenawan, 2008)

The process of buying and selling inheritance is basically the same as the process of buying and selling ordinary land. The sale and purchase of inherited land is distinguished from the sale and purchase of ordinary land by the seller and the tax on buying and selling land. Thus, in the usual sale and purchase of land, the seller or the person whose name is written on the certificate, must be present at the signing of the deed, while in the process of buying and

selling the inheritance land, the person written on the certificate must be present. The heirs have the right to sell the inherited land and the heirs are obliged to pay taxes.

### **3. Defendant's Form of Liability**

#### **a. Case Chronology**

In 1938 there was a man named Ihut Kasianus Manurung married a woman named Margaretta Br. Sitorus (Defendant I) which was done in Batak custom. In the marriage for 17 years both parties had no children, and the parents of Ihut Kasianus Manurung advised the son to remarry with his pariban (Plaintiff I), and there was no objection from the first wife.

On May 28, 1955 Ihut performed his marriage with the pariban and it was also carried out with traditional Batak events. In his marriage Ihut had one child from his 2nd wife, with a total of 7 children, which is according to a certificate issued by the Head of West Teladan Village, 11 Goenawan Kian, Panduan Mengurus Izin Tanah & Properti, (Yogyakarta: Pustaka Grhatama 2008), hlm 79. with Number 470/95/SKrTB/IV/2005 dated April 12, 2005 stating that the legitimate son of Ihut Kasianus Manurung as the heir and has the right to file a lawsuit in this case. Ihut Kasianus Manurung on March 28, 2005 died at the Estomihi General Hospital Medan with the confirmation of the Death Certificate from the Hospital and the Head of West Teladan Village.

The late Ihut Manurung received a division of rights in the form of land with a size of 900 m<sup>2</sup>, then because the land was affected by widening the road body and city development, the size of the land changed to 459 m<sup>2</sup> That on his land alm. Ihut Kasianus Manurung has built a house as his residence with his family, the land in question is the object of the case. Ownership of land or object of case belonging to the alm. Ihut Kasianus Manurung can be proven by a letter of compensation dated November 26, 1951 in accordance with the decision of the Supreme Court of the Republic of Indonesia Number: 58 K / SIP / 1977.

During his lifetime, Ihut Kasianus Manurung realized that the Land Certificate of the defendant's object in the form of a letter in lieu of loss of Ladang had been lost, and had made a report of loss to the Head of West Teladan Village, and had issued the letter. As well as making a loss report to the National Police of the Republic of Indonesia to strengthen the loss. During his life, Ihut Kasianus Manurung, who as the heir of his children, had been sued for divorce and demanded the division of joint property by Margaretta Br. Sitorus. In the midst of the ongoing legal process, legal facts were obtained in which unilaterally Margaretta Br. Sitorus had deliberately committed unlawful acts among her:

- 1) Profiteering ownership of the land and house that originally belonged to Ihut Kasianus Manurung became his,
- 2) Deliberately committed an unlawful act by making a unilateral Statement letter for the preparation of a Land Decree from West Teladan Village on September 4, 2004.
- 3) Deliberately against the law by making an application letter to process the creation of a Land Decree.

#### **b. Legal Remedies in Selling – Buying Inherited Land Without the Consent of the Heirs.**

Only land rights transferred through sales and purchases may be officially recorded if a deed signed by an authorized land registration officer (PPAT) attests to the transaction. Every agreement on the transfer of land use rights, granting new land use rights, mortgaging land, or borrowing money with guarantees is a land use right that must be proven by a deed, carried out by and in the presence of officials appointed by the Minister of Agrarian Affairs. This provision is regulated in Article 19 of Government Regulation Number 10 of 1961 (hereinafter referred to in government regulations as implementing officials). The form of the law is set by the Minister of Agrarian Affairs.

In land transactions, it must also be considered the status of the owner, whether married or just heirs, because it must be clear in advance the status of the owner of the land. It is possible that the exchanged land is also an inheritance for other families. If the object of

inheritance is only one, then with the fall of the land to the heirs, joint ownership of the inheritance land occurs. Inheritance is in the form of land rights which according to the deed of division of inheritance must be shared between several beneficiaries.

If When a land purchase or sale occurs without the approval of all or some of the heirs, the land is sold by those who do not have the legal authority to do so because the heirs are now the ones who are the legal owners of the land. Article 1471 of the Civil Code declares the sale and purchase null and void on this basis. The sale and purchase are deemed to have never occurred upon cancellation of the transaction, and each party is put back in the same position as they were prior to the "sale" event, with the heirs maintaining ownership to the land. The cancellation of a sale is regulated in Article 1471 Civil Code which states that "the purchase and sale of other people's goods is void and may be grounds for the buyer to claim damages for losses and interest; If he doesn't find out that the thing belongs to someone else.

Article 1365 of the Civil Code states that "If a person causes harm to another person, then the person who caused the loss because of his negligence must seek compensation for the loss." This means that heirs who believe their rights have been violated because their land was sold without their consent may bring a civil lawsuit based on an unlawful act. Section 1365 of the Code of Civil is very important because unwritten laws are considered validly through this article. The conditions required for an unlawful act to be committed are:

- 1) There must be an action, what is meant by the action can be positive and negative, that is, something Any action in the form of doing or not doing something
- 2) The deed must be illegal.
- 3) There is a loss.
- 4) There is a causal relationship between unlawful acts and losses.
- 5) There was an error

In civil law actions, strong support and explanation are needed to make the right decision by involving people who are witnesses and using relevant evidence. From the existing evidence and testimony, information can be found whether PPAT has carried out the right procedures in making the sale and purchase deed for the inheritance land. If it is proven that the procedure has been followed correctly, then what is not legally valid is the method of making a certificate of consent of heirs by the seller, even though in this situation the seller is also included as one of the heirs.

This means that the judge's decision can validly cancel the sale and purchase deed. Personal testing is the act of proving something by giving or show reasons or evidence. It involves doing something as truth, executing, demonstrating, observing and convincing.

- a) Judge's Verdict
  - i. Granting the Plaintiff's claim for Part (contained in the Court Decision)
  - ii. Declaring that the Plaintiffs and Defendant I are the heirs of the late Ihut Kasianus Manurung.
  - iii. Stating a piece of land with a building standing on it located on JL. Sisingamangaraja No.132 Kelurahan Teladan Barat, Kecamatan Medan Kota, Kota Medan is an inherited boedel from the late Ihut Kasianus Manurung where the Plaintiffs along with Defendant I are his heirs.
  - iv. Declare the validity and legal force of the Field Indemnity Letter dated November 26, 1951
  - v. Declare the buyer's money on a piece of land and a building standing on it located in JL. Sisingamangaraja No.132 Kelurahan Teladan Barat District Medan Kota Kota Medan as referred to in the letter of compensation for farm losses dated November 26, 1951 purchased by the late Ihut Kasianus Manurung from Husni, is derived and given by the parents of the deceased Ihut, namely T. Manurung the title Ompung Ampang Manurung.
  - vi. Stating that the act of Defendant I giving testimony so that the issuance of Certificate No.05/SKT/TB/IX/2003 dated September 5, 2003 committed by Defendant III and Defendant I is to give false information.

- vii. Declaring the actions of the Defendants and Co-Defendants against the defendant's land, both the act of transferring rights and the act of demolishing buildings on the defendant's land is unlawful.
- viii. Declaring that all letters related to the defendant's land, especially the Sale and Purchase Deed No.8 dated July 12, 2005, Certificate No.05/SKT/TB/IX/2003 dated November 5, 2003, have no legal force
- ix. Punish defendant II or anyone who has title to the defendant's land to hand over the defendant's land and the building on it to the Plaintiffs in good condition and vacant.
- x. Rejecting the Plaintiff's claim in addition to and the rest (contained in the Court Decision)

#### **IV. CONCLUSION**

Buying and selling inheritance land is the same as buying and selling land in general. The difference is only in the tax imposed on the seller. In the sale and purchase of ordinary land, the person present on the land deed signs the sale and purchase contract, but in the sale and purchase of this inheritance land, the person present becomes the heir of the deceased. The sale of an estate made by one heir without the consent of the other heir is legally haram. Therefore, heirs who feel that their rights have been violated as a result of the sale of the estate can claim back the inherited land. The provisions of the law also give the right to heirs who feel their rights are being violated by one of the heirs who sell without the consent of the other heirs, the right to file a lawsuit to demand that all their rights be retained in the inheritance. transfer to them, as well as all profits, income and compensation. If you sell the estate of one heir without the consent of the other heirs, then the important thing is that the sale and purchase of the estate or land is null and void.

In the process of buying and selling inheritance must be carried out according to applicable procedures, and the parties must be present at the signing of the sale and purchase contract, and if one party cannot be present then must send their legal representative In the process of buying and selling inheritance must be carried out according to applicable procedures, and the parties must be present at the signing of the sale and purchase contract, and if one party cannot be present then must send their legal representative.

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